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CITY OF LODI COUNCIL COMMUNICATION

AGENDA ITEM

E-19

AGENDA TITLE: Adopt Resolution Approving Interim Community Development Director Employment Agreement with Konradt Bartlam

MEETING DATE: August 20, 2008

PREPARED BY: City Manager

RECOMMENDED ACTION: Adopt resolution approving Interim Community Development Director employment agreement with Konradt Bartlam.

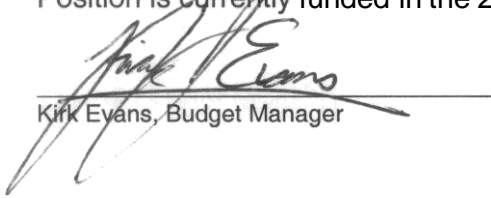
BACKGROUND INFORMATION: The City Manager has selected Konradt Bartlam to serve as the Interim Community Development Director while a new Community Development Director is being recruited. The contract will commence August 25, 2008, and will continue until a Community Development Director has been appointed.

Attached is the proposed agreement. It calls for a minimum of 24 hours per week (Tuesday through Thursday) payable at \$80 per hour paid bi-weekly. This reflects base salary plus all benefits as part of the individual contract; no City benefits will be provided.

It should be noted that this contract is separate from the contract with Mr. Bartlam for General Plan management services and that said contract shall remain in place.

FISCAL IMPACT: The financial terms will allow an experienced Community Development Director, who is familiar with the Lodi organization and community, to serve in an interim capacity until such time that the position can be filled permanently.

FUNDING AVAILABLE: Position is currently funded in the 2008-09 budget.


Kirk Evans, Budget Manager


Blair Kina
City Manager

BK/JMP
Attachments

APPROVED: 

Blair King, City Manager

RESOLUTION NO. 2008-172

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
THE INTERIM COMMUNITY DEVELOPMENT DIRECTOR
EMPLOYMENT AGREEMENT WITH KONRADT BARTLAM

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Interim Community Development Director Employment Agreement with Konradt Bartlam, as shown on Exhibit A attached hereto.

Dated: August 20, 2008

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I hereby certify that Resolution No. 2008-172 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2008, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, and
Katzakian

NOES: COUNCIL MEMBERS – Mayor Mounce

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk

CONSULTANT CONTRACT

EXHIBIT A

This Agreement ~~is~~ made and entered into as of **August 20, 2008**, by and between the City of Lodi, a municipal corporation, hereinafter called "City" and Konradt Bartlam, hereinafter called "Consultant," both ~~of~~ whom agree as follows:

RECITALS:

it is ~~the~~ desire of ~~the~~ City to retain ~~the~~ services ~~of~~ Consultant on an interim basis to perform the functions of the **Community Development Director**.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto **agree** as follows:

1. GENERAL:

City hereby **agrees** to ~~contract~~ with Consultant to ~~perform~~ the functions of the **Interim Community Development Director** of the City starting August **25, 2008** and Consultant **agrees** to perform the functions and duties the City Manager shall from time to time assign to him.

2. HOURS OF WORK:

The Consultant has discretion ~~as~~ to his work schedule but **must** devote an average minimum of 24 hours per week ~~to~~ the job and will typically have office hours on Tuesday through Thursday

3. COMPENSATION:

City agrees to **provide** the following compensation to Consultant during the term ~~of~~ the Agreement:

- (a) Consultant shall be paid a salary of **\$80.00** per hour biweekly.
- (b) Because Consultant ~~is~~ an independent **contractor**, consultant shall be responsible for ~~all~~ employer ~~costs required by law~~, including but not limited to: Social Security FICA, Medicare, Unemployment Compensation, and workers compensation

4. BENEFITS:

As an independent **contractor**, Consultant shall not be **entitled** to any benefits ~~set forth in the Executive Management Statement of Benefits~~ including ~~but not limited to~~ PERS retirement, sick leave, vacation, administrative leave, health insurance, deferred compensation, or life insurance.

5. TERMINATION

- (a) ~~Termination by Consultant~~ - In ~~the event~~ Consultant terminates this contract with City, he shall give City ~~at~~ least twenty-one **(21)** days advance written notice and shall be entitled to all earned compensation.

- (b) ~~Termination~~ by City - The City Manager may ~~terminate this~~ Agreement at any time, with or without cause. Twenty-four hours Notice of Termination shall be provided to Consultant in writing. Moreover, this agreement shall automatically terminate upon the hiring of a permanent Community Development Director

6. MODIFICATIONS:

No modification of this agreement shall be valid unless said modification is in writing and signed by both parties.

7. CONFLICT OF INTEREST:


Consultant shall also ~~be~~ subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to his City consultancy. Consultant is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

IN WITNESS WHEREOF, the City Manager of the City of Lodi has signed this Agreement and Consultant has signed and executed this Agreement as of the day and year first above written

CITY OF LODI, a municipal corporation

CONSULTANT:

By: _____
Blair Kinu
City Manager


Konradt Bartlam

Attest:

Randi Johl
City Clerk

Approved as to Form:

D Stephen Schwabauer
City Attorney

E-19

From: Randi Johl
Sent: Wednesday, August 20, 2008 11:51 AM
To: 'Phillip Pennino'; Susan Hitchcock; Bob Johnson; JoAnne Mounce; Phil Katzakian; Larry Hansen
Cc: Blair King; Jeff Hood
Subject RE: Hiring Rad

Thank you for your email. It was received by the City Council and forwarded to the appropriate department(s) for information, response and/or handling.

Randi Johl, City Clerk

From: Phillip Pennino [<mailto:ppennino@sbcglobal.net>]
Sent: Tuesday, August 19, 2008 2:01 PM
To: Randi Johl; Susan Hitchcock; Bob Johnson; JoAnne Mounce; Phil Katzakian; Larry Hansen
Cc: Blair King
Subject Hiring Rad

Mayor and Council members

I would like to offer my support for the city hiring Rad as the interim Community Development Manager. While serving on the Council I had the utmost respect for Rad and always felt he was giving the council and me the straight scope. The next several years will be very important for the City and Rad is the right person to work with the council and staff in planning the future and working with companies and our residents.

Thanks for listening to an old timer!

Phil Pennino

PS: Blair, thank you for considering Rad